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STATE OF WISCONSIN  
ARBITRATION AWARD

WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of the Arbitration between  
CHAUFFEURS, TEAMSTERS, WAREHOUSEMEN and  
HELPERS LOCAL UNION NO. 199  
  
and  
  
CITY OF SPARTA  
-----

Re: Case XIX  
No. 24249  
MIA-425  
Decision No. 17013-A

Appearances

For Chauffeurs, Teamsters, Warehousemen and Helpers Local Union No. 199, Ms. Helen T. Seebold, Vice President and Business Representative, P.O. Box 595, La Crosse, Wisconsin 54601.

For the City of Sparta, Mr. J. David Rice, City Attorney, P.O. Box 400, Sparta, Wisconsin 54656.

Background

This is a municipal interest arbitration pursuant to the provisions of the Municipal Employment Relations Act, Section 111.77(4)(b). The Union represents a collective bargaining unit of law enforcement personnel employed by the City of Sparta and consisting of 6 patrolmen, 3 sergeants, 1 radio operator, and 1 probationary patrolman. The parties have had a collective bargaining relationship for several years. Their current labor agreement expired by its terms on December 31, 1978. After the parties were unable to consummate a new agreement the Union filed a petition with the Wisconsin Employment Relations Commission seeking binding arbitration of contract terms. A member of the WERC staff had conducted a mediation session on January 22, 1979. Following filing of the petition the WERC mediator advised the Commission on April 26 that the parties were at an impasse and transmitted their final offers. The Commission issued an order for final and binding arbitration pursuant to the provisions of the statute on May 9, 1979. The undersigned was informed by the Chairman of the Commission on May 17 that he had been chosen arbitrator and that the arbitrator's jurisdiction was limited to choosing one or the other of the final offers.

The undersigned met with the parties in the Sparta City Hall on June 22. The parties presented evidence to support their final offers. No record was kept other than the arbitrator's handwritten notes. At the end of the hearing the City's attorney asked to file a brief during the following week. The Union's representative retained the right to file a reply brief. The City's brief was sent to the arbitrator on June 25. The Union sent a reply brief to the arbitrator dated July 3.

The Issue

The final offers are as follows:

Final Offer of the Union

1. Wages (Retroactive to 1/1/79) -  
 Probationary radio operator, probationary patrolman and permanent radio operator - increase: 46¢/hr.  
 Patrolman - increase: 50¢/hr.  
 Sergeant - increase: 52¢/hr.
2. HEALTH INSURANCE: City to pay current health insurance benefits and to pay the amount of any increases that may be submitted during the term of the contract
3. The Union withdraws all other demands on all issues that were on the table during our mediation sessions.

Final Offer of the City of Sparta

1. Wages (Retroactive to 1/1/79) -  
 Probationary radio operator, probationary patrolman and permanent radio operator - increase: 38¢/hr.  
 Patrolman - increase 40¢/hr.  
 Sergeants - increase 42¢/hr.

At the hearing the parties agreed that the health insurance issue in the Union's final offer had been settled and that the only issue in this proceeding is wages.

Positions of the Parties

The parties introduced a joint exhibit showing percentage changes in the Consumer Price Index from April, 1978 to April, 1979. During the period the U.S. CPI has increase by 10.7 per cent and the CPI for Nonmetro Urban areas in the North Central States region has increased by 11.3 per cent. The Union pointed out that neither proposal would result in wage increases that would equal the rate of increase in the cost of living. The rate increases that the Union proposes would equal 10.5 per cent for the Probationary Radio Operator classification (no current incumbent), 10.1 per cent for the Radio Operator, 10 per cent for the Probationary Patrolman, 9.4 per cent for the Probationary Patrolman (after 6 months), 9.5 per cent for the Patrolmen, and 9.6 per cent for the Sergeants.

The Union makes comparisons of wage rates, hours, and other conditions of employment with rates for police forces in the cities of Tomah, Black River Falls, and Onalaska and with the law enforcement personnel of Monroe County, of which Sparta is the county seat. These comparisons showed the following rates:

<u>Hourly Rate</u>	<u>Tomah</u>	<u>Black River Falls</u>	<u>Onalaska</u>	<u>Monroe County</u>	<u>Sparta</u>
Radio Operator	\$5.31	\$5.61*	\$6.05 after 3 yrs. of service	\$5.30	\$4.36
Patrolmen	5.71			5.70	5.27

<u>Hourly Rate</u>	<u>Tomah</u>	<u>Black River Falls</u>	<u>Onalaska</u>	<u>Monroe County</u>	<u>Sparta</u>
Sergeants	\$5.97			\$5.96	\$5.47

\* Although the Union showed no breakdown of rates for Black River Falls, the City showed \$5.61 for Patrolman, \$5.78 for Sergeant, and \$4.45 for Radio Operator.

The hours comparisons presented by the Union showed all jurisdictions with a 40 hour week except Black River Falls, which was listed at 37 to 40. Sparta has \$.10 and \$.15 per hour shift differentials while Tomah was said to have \$.25 from 4:00 p.m. to 8:00 a.m., Black River has \$.15 after 6:00 p.m., and Onalaska has \$.20 from 3:00 p.m. to 7:00 a.m. Tomah, Black River Falls, and Onalaska were shown to pay 100 per cent of the cost of health insurance, while Sparta pays the entire amount for single coverage but the law enforcement personnel pay \$12.05 per month for family coverage. All jurisdictions with which the Union would compare Sparta (as well as Sparta) pay 100 per cent of pension costs. Clothing allowances vary somewhat but do not appear to be significantly different among the comparisons. Tomah and Onalaska have 9½ paid holidays, Black River Falls has 8½, while Monroe County and Sparta have 8. Vacation benefits appear to be fairly similar, although expressed in somewhat different units. Although it does not begin until five years of service, while theirs begin after two years, Sparta's longevity payments are somewhat larger than those of Tomah and Monroe County. Sparta's longevity payments also appear to be somewhat higher than Onalaska's. There appears to be little difference among the sick leave policies, with Sparta about in the middle among the comparables on the amounts that can be accumulated. Sparta allows \$.14 for mileage, while Tomah and Monroe County allow \$.15, Onalaska allows \$.20 and Black River Falls allows the amount allowed by the State of Wisconsin for Training Sessions.

In sum, it is the position of the Union that the increases specified in its final offer are warranted by the comparisons. While the wage rate proposals are slightly higher for Patrolmen and Sergeants, they are lower for Radio Operator and the probationary classifications when compared with Tomah and Monroe County. The Union asserts that Sparta rates would be lower than those in Onalaska if the Union's final offer is selected. In any case, increases of the size proposed by the Union are more than justified by the even greater increase that has taken place in the Consumer Price Index during the past year.

The Employer has suggested different comparables, using Jackson County (which adjoins Monroe County to the north) instead of Onalaska, which the Employer argues is a suburb of La Crosse and therefore unduly influenced in its employment conditions by the La Crosse metropolitan area.

The Employer's rate comparisons show a history from 1977 and are attached to this report as Addendum A. In general those comparisons show that the Union's proposal would put the Patrolman and Sergeant rates a few cents per hour above those rates for Tomah and Monroe County but that the Union's proposal for Radio Operator and the probationary employee classifications could be somewhat below rates for those classifications at Tomah and Monroe County. The Union proposal would put all Sparta rates (with the single exception of Radio Operator in Jackson County) above those of Jackson County and Black River Falls

by \$.16 for Patrolman, \$.11 to \$.21 for Sergeants, \$.61 for the Probationary Radio Operator classification, and \$.66 for Probationary Patrolman. The Union's proposed Radio Operator rate would be \$.08 lower than the top rate for that classification for Jackson County.

The Employer's wage proposals would put Sparta a few cents below Tomah and Monroe County in the Patrolman and Sergeant classifications and below those jurisdictions for Radio Operator, Probationary Radio Operator and Probationary Patrolman by somewhat larger amounts. The Employer's proposals would put Sparta slightly ahead of Jackson County and Black River Falls for the Patrolman and Sergeant classifications but substantially behind those jurisdictions for Probationary Radio Operator and Probationary Patrolman. The Employer proposal is somewhat lower than Jackson County but substantially higher than Black River Falls for the classification of Radio Operator.

The Employer also compared average wages and cents-per-hour and percentage increases since 1977 with Department of Public Works and City Hall employees. These comparisons indicated that although members of the City Police unit have had greater across-the-board increases in cents-per-hour than other City employees, their percentage increases have been about the same. Adopting the Union's proposal in this proceeding would mean granting an increase to City Police that is larger in percentage terms (9.6 per cent) than the increases granted to DPW (7.9 per cent) and City Hall employees (a figure larger than 7.0 per cent by an indeterminate amount since employees were granted 7 per cent or \$.36 per hour, whichever was greater). Adopting the Employer's proposal in this proceeding, according to the figures furnished by the Employer, would result in a 7.7 per cent increase, which is slightly lower than the DPW settlement.

The Employer also furnished comparative data for 1979 fringe benefits for all the comparables. These were generally the same as the data furnished by the Union except that Jackson County was substituted for Onalaska. There were some gaps in the Union's data that were filled in by the Employer. For instance, the Union did not have Monroe County health insurance data, which the Employer showed as 76 per cent payment by the County as compared with 85 per cent payment by the Employer for this unit of employees. The Employer also showed that Jackson County pays 80 per cent of health insurance costs.

The data on longevity indicated that Sparta's policy is more liberal than either Tomah's or Monroe County's, reaching a figure of \$50 after five years, as compared to their \$25, and \$85 after ten years, as compared to their \$50 after ten years and \$75 after 15 years of service. Black River Falls and Jackson County are shown as having no longevity payments. The data on vacations, holidays and sick leave differed very little from what was presented by the Union. There was a difference between the parties on the level of shift differential at Black River Falls with the Employer holding that Black River Falls and its union were in dispute as to whether they had agreed on \$.10 or \$.15 in a mediation session. The data on uniform allowance was little different from what had been presented by the Union. Among the jurisdictions with which the Employer would make comparisons the Employer's uniform allowance of \$310 for Patrolmen and Sergeants appeared to be more liberal than others except for Monroe County. It was only slightly higher than Black River Falls and Tomah, however, and this Employer's uniform allowance for Radio Operator was somewhat below all other comparables except for Jackson County.

The Employer acknowledges that there are great disparities between its proposals and comparable jurisdictions for the classifications of Radio Operator, Probationary Radio Operator, and Probationary Patrolman. There are only two employees in those classifications, however, so the Employee asserts that the crucial comparisons involve the classifications of Patrolman and Sergeant. In these classifications the City of Sparta was somewhat below Tomah and Monroe County in 1978. Adoption of the Employer's proposal would bring Sparta rates closer to Tomah and Monroe County rates for those classifications. Adopting the Union's proposal would boost Sparta rates above Tomah and Monroe County rates. This involves boosting the rates unnecessarily fast. The Employer implies that something like parity can be achieved over a two year period rather than going above the comparable rates for Tomah and Monroe County as the Union would do. The Employer also argues that adoption of the Union's proposal would cause problems of equitable treatment for other City of Sparta employees, who have settled in a unit represented by AFSCME for a figure calculated to be 7.9 per cent as compared to the Employer's calculation of 9.6 per cent for the Union's proposal in this proceeding.

Although the Employer acknowledges that the Consumer Price Index has exceeded 10 per cent during the past twelve months, it does not view this as sufficient reason to move City of Sparta police rates above those of comparable jurisdictions or to distort the internal comparisons that have been achieved between different units of City of Sparta employees.

#### Opinion

Both parties furnished comparative information on the populations and sizes of police forces in the jurisdictions they believed to be comparable. I agree with the Employer that Onalaska should be excluded from the comparisons on grounds that its proximity to La Crosse probably makes it a different kind of community. Tomah has a population of about 7,000 and is about 15 miles east of Sparta. Its police force numbers 15. Monroe County has about 33,000 residents. Since Sparta is the county seat, its headquarters are located there. Since these two jurisdictions are closest to Sparta, and since Tomah is almost the same size city, they appear to be the best comparisons in this proceeding, although Black River Falls, a smaller community (about 3,400 population with a police force of 10), has been used by both parties as comparable. Because of its smaller size and because the Union did not use Jackson County, I view the latter two jurisdictions as being less useful as comparables.

In terms of the factors I am obliged to consider, pursuant to Chapter 111.77(6), it appears to me that (a) lawful authority of the employer, (b) stipulations of the parties, (c) interests and welfare of the public and ability-to-pay, and (g) changes in circumstances during the pendency of the proceeding need no special discussion here. The most important factors to be considered are (d) comparison of wages, hours, and conditions of employment of the employees, (e) cost-of-living, and (f) overall compensation.

As to comparisons, as indicated above, I believe that the most important are Tomah and Monroe County. While it is true, as the Employer argues, that adoption of the Union's proposal would increase Sparta patrolman and sergeant rates to a level above those of all the comparable jurisdictions, it is just as true that adoption of the Employer's proposal would result in Sparta rates for all classifications that are lower than those

of Tomah and Monroe County. Thus the decision on comparability grounds is truly a toss-up in light of my judgment expressed above that Tomah and Monroe County are more important in the comparisons than Black River Falls and Jackson County.

If we look at changes in the Consumer Price Index, either for the nation as a whole or for small urban areas in the North Central Region, we must conclude that the Union's final offer is more realistic in terms of maintaining real wages. Even if the Union final offer is adopted, real wages must fall.

This brings me to the subject of overall compensation. On this subject the Union has argued that since the employees in this unit pay \$144.60 per year for health insurance, this puts them that much behind Tomah where the City of Tomah pays 100 per cent of those costs. On the other hand the Employer has pointed out that Monroe County pays 76 per cent of health insurance costs, leaving Sparta in between at 85 per cent. Therefore, it would seem that we cannot justify a choice of the Union's final offer on grounds that health insurance payments by these employees would offset the higher wage rates. It is also significant that although Black River Falls pays 100 per cent of health insurance costs, Jackson County pays only 80 per cent. On the subject of longevity it appears that Sparta provisions are superior to the provisions for these payments in all other jurisdictions. Vacations, sick leave, and uniform allowances are not so different in the comparable jurisdictions to warrant their special consideration in judging overall compensation. It does appear to be significant, however, that Tomah has a substantially higher shift differential than Sparta, and although the Employer asserts that the matter has not been determined, the Union states very firmly that Black River Falls has adopted a higher shift differential.

After considering all these matters in light of the factors to which I must give weight in arriving at a decision, it appears to me that the Union has a slightly weightier case than the Employer in this proceeding because of the better health insurance and shift differential provisions that Tomah policemen enjoy. And although I agree with the Employer that the rates for Radio Operator, Probationary Radio Operator, and Probationary Patrolman classifications are of minor importance in this proceeding, the lower level of the Employer's final offer for these classifications gives slightly greater weight to that of the Union. And although I also <sup>agree</sup> with the Employer's concern for equity with the settlement already made in the DPW unit, I do not think the disparity is great enough to affect this decision.

For the record and for whatever weight the parties might give it in future bargaining, I should like to emphasize that I consider the slightly higher rates that will result from this proceeding for the patrolmen and sergeants in the unit to be an offset for the slightly lower fringe benefits that these employees receive when comparisons are made with the City of Tomah police force.

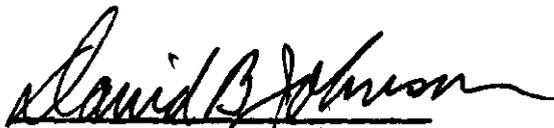
#### AWARD

The Union's final offer is adopted as the award in this proceeding.

Dated: August 1, 1979

at Madison, Wisconsin

Signed:

  
David B. Johnson  
Arbitrator appointed by  
the Wisconsin Employment  
Relations Commission

ADDENDUM A

EMPLOYER  
EXHIBIT #1

June 22, 1979

THREE YEAR WAGE COMPARISON

ARBITRATION BETWEEN: CITY OF SPARTA, and TEAMSTERS LOCAL 199  
(SPARTA POLICE DEPARTMENT)

CASE NO. XIX, No. 24 249 MIA-425

MUNICIPALITY (Union)	PATROLMAN(6)*	SERGEANT(3)	RADIO OPERATOR(1)	PROBATIONARY RADIO OPERATOR(0)	PROBATIONARY PARTROLMAN(1)
<u>1 9 7 7</u>					
1. TOMAH (AFSCME)	5.01	5.23	4.83	4.73	4.91
2. SPARTA (Teamsters)	4.95	5.15	4.22	4.28	4.04
3. MONROE COUNTY (Teamsters)	4.80	5.18	4.42	4.03	4.41
4. JACKSON COUNTY (AFSCME)	4.16-4.92**	None	3.66-4.38**	3.38-3.52**	3.70-4.01**
5. BRF (AFSCME)	4.90	4.96	3.75	As Agreed	As Agreed
<u>1 9 7 8</u>					
1. MONROE COUNTY (Teamsters)	5.34	5.58	4.96	4.57	5.10
2. TOMAH (AFSCME)	5.33	5.57	5.14	5.04	5.23
3. SPARTA (Teamsters)	5.27	5.47	4.54	4.36	4.60-4.90
4. JACKSON COUNTY (AFSCME)	4.47-5.23**	5.51	3.98-4.70**	3.69-3.83**	4.02-4.32**
5. BRF (AFSCME)	5.19	5.25	4.03-4.70	As Agreed	As Agreed
<u>1 9 7 9</u>					
1. SPARTA-UNION (Teamsters)	5.77	5.99	5.00	4.82	5.06-5.36
2. TOMAH (WPPA)	5.71	5.97	5.51	5.41	5.61
3. MONROE COUNTY (WPPA)	5.70	5.96	5.30	4.89	5.44
4. SPARTA-CITY (Teamsters)	5.67	5.89	4.92	4.74	4.98-5.28
5. JACKSON COUNTY (AFSCME)	4.85-5.61**	5.88	4.36-5.08**	4.07-4.21**	4.40-4.70**
6. BRF *** (AFSCME)	5.61	5.78	4.45	As Agreed	As Agreed

\* = Number in parentheses next to classification denotes number of employees in Sparta Bargaining Unit holding such classification.

\*\* = Figure indicates salary range for such classification. Lowest number is rate achieved after one year and highest number is rate achieved after three years.

\*\*\* = 1979 Black River Falls contract has been agreed upon in mediation, but final ratification has been withheld pending outcome of dispute as to whether parties agree to a 5¢ increase in night shift differential. Union contends agreement was reached on this. Employer disputes contention.

100-1-10